

**SERIAL 01120 RFP ELECTRONIC PRODUCTS AND SERVICES**

**DATE OF LAST REVISION: August 17, 2005 CONTRACT END DATE: April 30, 2007**

**CONTRACT PERIOD THROUGH ~~APRIL 30, 2005~~ APRIL 30, 2007**

TO: All Departments  
FROM: Department of Materials Management  
SUBJECT: Contract for **ELECTRONIC PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 19, 2003**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

**DL/mm**  
Attach

Copy to: Clerk of the Board  
Susan Varscsak, Library District  
**Mirheta Muslic**, Materials Management



## CONTRACT FOR SERVICES PURSUANT TO RFP

SERIAL 01120-MORNINGSTAR

This Contract is entered into this 19<sup>th</sup> day of June 2003 by and between Maricopa County Library District ("County") a political subdivision of the State of Arizona, and Morningstar, an Illinois corporation ("Contractor"), for the purchase of Electronic Products and Services.

### 1.0 TERM

- 1.1 This Contract is for a term of twenty-three (23) months, beginning on the 19<sup>th</sup> day of June 2003 and ending the 30<sup>th</sup> day of April ~~2005~~ **2007**. A participating Library may participate on an annual basis during this period upon submission of a written purchase order as set forth in Section 4.3.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of two (2) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

### 2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Pricing Agreement, EXHIBIT "A", provided all eight (8) Participating Libraries purchase the product. In the event less than the eight (8) Participating Libraries purchase the product, each Participating Library shall pay all fees directly to Contractor.
- 2.2 Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: contact number, purchase order number, description of services, unit prices, and extended totals and applicable sales/use tax.

### 3.0 DUTIES

- 3.1 The County, Participating Library and Contractor shall perform all duties stated in the End User Agreement, attached hereto and incorporated herein as EXHIBIT "B."

### 4.0 TERMS & CONDITIONS

#### 4.1 INDEMNIFICATION AND INSURANCE:

##### 4.1.1 Indemnification.

Subject to the terms and conditions of this contract, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees

and costs, arising out of a claim that the Service used in accordance with this Contract infringes the copyright, trademark, or other intellectual property rights of a third party.

The scope of this indemnification does not extend to the negligence of the County.

**4.2 NOTICES:**

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Department of Materials Management  
Attn: Director of Purchasing  
320 West Lincoln Street  
Phoenix, Arizona 85003

For Contractor:  
Morningstar, Inc.  
Attn: James Pryor  
225 West Wacker Drive  
Chicago, IL 60606

**4.3 REQUIREMENTS CONTRACT:**

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County and Participating Library identifies a need and issues a purchase order.

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.

**4.4 ESCALATION:**

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

**4.5 TERMINATION:**

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

Any party may terminate this Contract if another party fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from the impacted party, or if another party becomes insolvent or generally fails to pay its debts as they mature.

**4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time

while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**4.7 SUBCONTRACTING:**

No party to this Contract may assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the other party, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

**4.8 AMENDMENTS:**

All amendments to this Contract must be in writing and signed by both parties.

**4.9 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment. The County, Federal or State auditors and any other persons duly authorized by the Department upon reasonable notice and during regular business hours shall have full access to, and the right to examine, copy and make use of, any and all said materials.

**4.10 AUDIT DISALLOWANCES:**

If at any time any party to this Contract determines that a cost for which payment has been made is not in accordance with this Contract, that party shall notify the other party in writing of the difference. That party shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the party by the amount of the difference, or to require repayment of the amount by the other party.

**4.11 VALIDITY:**

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

**4.12 INTEGRATION**

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, bids, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

**CONTRACTOR**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE

**MARICOPA COUNTY**

BY: \_\_\_\_\_  
DIRECTOR, MATERIALS MANAGEMENT

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

ATTESTED:

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
MARICOPA COUNTY ATTORNEY

\_\_\_\_\_  
DATE

EXHIBIT A  
PRICING

**SERIAL 01120-RFP**

PRICING SHEET **S0274 02/B0604225**

BIDDER NAME: **Morningstar**

F.I.D./VENDOR #:

BIDDER ADDRESS: **225 West Wacker Drive**

P.O. ADDRESS:

BIDDER PHONE #: **312.696.6443 6000**

BIDDER FAX #: **312.696.6002**

COMPANY WEB SITE: **www.morningstar.com**

COMPANY CONTACT (REP): ~~James Pryor~~ **Camille Sullivan**

E-MAIL ADDRESS (REP): ~~James.Pryor@morningstar.com~~ **camille.Sullivan@morningstar.com**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL:   x   YES        NO

ACCEPT PROCUREMENT CARD:   x   YES -Major credit cards        NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:        YES        NO        % REBATE

OTHER GOV'T. AGENCIES IN ADDITION TO THE LIBRARIES LISTED MAY USE THIS CONTRACT:        YES        NO

PAYMENT TERMS:       45       DAYS, OR

## MORNINGSTAR

The pricing below is based on (check the appropriate entry):	
Number of Registered Card Holders	*
Number of Sites	
Number of Terminals	
Budget	
Other, please specify: number of locations	*

The pricing in this section is guaranteed if all 8 Libraries purchase the product.

Additional Information or Notes:

Product with Unlimited Users & Remote Access	Pricing			
Central Billing	Product Cost	Remote Access	Total Price	
Morningstar.com Library Edition			\$38,450	<p>Each library will receive individual quarterly usage reporting</p> <p>promotional materials such as press releases and signage</p> <p>Morningstar will also set up a training session with the participating libraries</p>

### Pricing per individual library

Product with Unlimited Users & Remote Access	Pricing							
Individually Billed	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Morningstar.com Library Edition-REMOTE ACCESS LIST PRICE	\$6,000	\$6,000	\$10,250	\$6,000	\$5,000	\$10,250	\$7,000	\$4,500
2 to 4 libraries	\$5,500	\$5,500	\$9,750	\$5,500	\$4,700	\$9,750	\$6,500	\$4,100
5 to 6 libraries	\$5,000	\$5,000	\$9,000	\$5,000	\$4,500	\$9,000	\$6,200	\$3,800
7 libraries	\$4,700	\$4,700	\$8,000	\$4,700	\$4,000	\$8,000	\$5,700	\$3,500
8 libraries	\$ 4,500	\$ 4,500	\$ 7,500	\$ 4,500	\$ 3,800	\$ 7,500	\$ 5,200	\$ 3,300
8 libraries WITH central billing (30% discount)	\$ 4,200	\$ 4,200	\$ 7,150	\$ 4,200	\$ 3,500	\$ 7,150	\$ 4,900	\$ 3,150

Additional Information or Notes:

**MORNINGSTAR**

The pricing below is based on (check the appropriate entry):

Number of Registered Card Holders	<input checked="" type="checkbox"/>
Number of Sites	
Number of Terminals	
Budget	
Other, please specify: number of locations	<input checked="" type="checkbox"/>

The pricing in this section is guaranteed if all 8 Libraries purchase the product.

Product with Unlimited Users & Remote Access Central Billing	Pricing		
	Product Cost	Remote Access	Total Price
Morningstar.com Library Edition			<b>\$40,373</b>

Additional Information or Notes:

Each library will receive individual quarterly usage reporting  
promotional materials such as press releases and signage  
Morningstar will also set up a training session with the

participating libraries

**Pricing per individual library**

Product with Unlimited Users & Remote Access Individually Billed	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Morningstar.com Library Edition-REMOTE ACCESS LIST PRICE	\$6,300	\$6,300	\$10,763	\$6,300	\$5,250	\$10,763	\$7,350	\$4,725
2 to 4 libraries	\$5,775	\$5,775	\$10,238	\$5,775	\$4,935	\$10,238	\$6,825	\$4,305
5 to 6 libraries	\$5,250	\$5,250	\$9,450	\$5,250	\$4,725	\$9,450	\$6,510	\$3,990
7 libraries	\$4,935	\$4,935	\$8,400	\$4,935	\$4,200	\$8,400	\$5,985	\$3,675
8 libraries	\$4,725	\$4,725	\$7,875	\$4,725	\$3,990	\$7,875	\$5,460	\$3,465
<b>8 libraries WITH central billing (30% discount)</b>	<b>\$4,410</b>	<b>\$4,410</b>	<b>\$7,508</b>	<b>\$4,410</b>	<b>\$3,675</b>	<b>\$7,508</b>	<b>\$5,145</b>	<b>\$3,308</b>

Additional Information or Notes:



## EXHIBIT B SUBSCRIPTION AGREEMENT

### 1. Definitions

- (a) **Content.** "Content" mean the business information and Content licensed by Morningstar hereunder, whether in the form of Internet access services, CD ROM, books, reports, manuals, updates, other publications and/or service, or through any other medium.
- (b) **Effective Date.** "Effective Date" means the date on which the license to use the Content and Software under this Subscription Agreement begins. The Effective Date is set forth in the first paragraph of the order form.
- (c) **Morningstar.** "Morningstar" means Morningstar, Inc., an Illinois corporation, located and doing business at 225 W. Wacker Drive, Chicago, IL 60606.
- (d) **User.** "User" means any third party who accesses the Content or the Software through Subscriber.
- (e) **Software.** "Software means any computer software, programs and other source codes licensed by Morningstar hereunder to Subscriber to allow access to the Content.
- (f) **Subscriber.** "Subscriber" means the entity identified in EXHIBIT A of the Contract.
- (g) **Subscription Agreement.** "Subscription Agreement" means this document, including all of its terms and conditions.

### 2. Grant of License to Content and Software

- (a) **Grant of License.** For a period of one (1) year from the Effective Date (the "Initial Term") and for any renewal term, as provided herein (each, a "Renewal Term"), Morningstar grants to Subscriber a non-exclusive, non-transferable license to (1) access, use, copy, and display the Content for its own internal business purposes, (2) permit its Users to access, use, copy and display the Content for their personal, non-commercial use, and (3) use, or allow its Users to use, the Software to access, use, copy and/or display the Content for the purposes set forth in (1) and (2) above; provided, however, that, with respect to any Internet-related use, this grant of license is limited to the number of users, if any, identified on EXHIBIT A of the Contract. Except as set forth herein, Subscriber may not use, sell, modify, publish, distribute, or allow any third party to use, sell, modify, publish or distribute, the Content, the Software or any portion thereof. Subscriber may not, directly or indirectly, decompile, disassemble or otherwise reverse-engineer the Software.
- (b) **Delivery of Content.** Morningstar will deliver the Content to Subscriber in the manner and in accordance with the specifications set forth in the Morningstar product package descriptions, as those descriptions may be modified by Morningstar from time to time. Subscriber, at its own expense, will provide the hardware, software, other materials or facilities necessary to permit Subscriber and its Patrons to access the Content and use any Software delivered by Morningstar hereunder.
- (c) **Non-Exclusivity.** Subscriber understands and agrees that this Subscription Agreement is a non-exclusive license and that Morningstar may use, license and/or distribute the Content and the Software to any third party in Morningstar's sole discretion.
- (d) **Remote Access.** If Subscriber is a public library, Subscriber may offer its Users remote access to the Content or Software but only if: (i) the User requesting access is a current library cardholder or staff member and (ii) the remote access is effected through one of Subscriber's own URL addresses. Public libraries will be allowed to offer remote access to Users after selecting the Remote Access Upgrade (and paying any corresponding fees) on EXHIBIT A of the contract. If Subscriber is an academic library, Subscriber may offer its Users remote access but only if: (i) the User requesting access is a current student, faculty or staff member; and (ii) the remote access is effected through one of Subscriber's own URL addresses. Users of any library who are accessing the Content or Software utilizing remote access are only allowed to use their library card identification information themselves and can not share their card information with others. Libraries may lose their license grant under Section 2(a) if it is discovered that their Users are sharing their card information with other people who are not authorized to use the library's remote access. Subscriber is responsible for all use and activities associated with its User's remote access, regardless of whether Subscriber authorized such use. Subscriber must promptly notify Morningstar of any unauthorized use of remote access or library card information supplied by Subscriber to Users of which it becomes aware.

### 3. Ownership of Content and Software

- (a) **Property or Morningstar.** All Content and Software are, and will remain, the property of Morningstar. Except as provided for herein, this Subscription Agreement does not convey or transfer to Subscriber or its Users any rights in the Content or the Software.
- (b) **Valuable Asset.** Subscriber acknowledges that (1) the Content are a valuable asset of Morningstar, are developed by the expenditure of considerable work, time and money, and are the result of Morningstar original selection, coordination and arrangement, and (2) the Software is owned by and proprietary to Morningstar and is protected and under U. S. Copyright laws. Subscriber will not contest the validity of any right, title, or interest, including, without limitations, trade secrets and copy rights, asserted by Morningstar in, to or in connection with any Content or Software. Subscriber will honor any reasonable request by Morningstar to perfect and protect at Morningstar's expense any rights (including copyrights asserted by Morningstar in the Content or the Software).

### 4. Payments by Subscriber

- (a) **Fees.** In consideration for the limited license granted under this Subscription Agreement, Subscriber will pay to Morningstar the fees, taxes and other amounts set forth on EXHIBIT A of the Contract. Morningstar may modify these charges at the end of the Initial Term or that of any Renewal Term upon at least 60 days' prior written notice to Subscriber. If Subscriber has not paid any amount due hereunder within 30 days' time after the due date, Morningstar may, in its discretion, assess a late charge not to exceed an amount equivalent to 1.5% per month on all such past due monies.
- (b) **Taxes.** Subscriber is solely responsible for, and will pay to Morningstar, any and all federal, state and local taxes (excluding corporate franchise taxes and taxes based upon Morningstar's net income or revenues) arising or accruing as a result of this Subscription Agreement.

### 5. Disclaimer; Limitation of Liability; Indemnities

- (a) **Disclaimer:** MORNINGSTAR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE CONTENT AND SOFTWARE INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL CONTENT AND SOFTWARE ARE PROVIDED "AS IS" AND WHEN AVAILABLE WITH ALL FAULTS.
- (b) **Limitations of Liability:** NOTWITHSTANDING ANY OTHER TERMS AND CONDITIONS CONTAINED WITHIN THIS AGREEMENT, IN NO EVENT WILL MORNINGSTAR BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING UNDER OR RELATING TO THIS SUBSCRIPTION AGREEMENT OR THE ACCESS OR USE OF THE CONTENT OR SOFTWARE BY SUBSCRIBER OR ITS PATRONS OR ANY THIRD PARTIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL MORNINGSTAR BE LIABLE FOR ANY INACCURACY, OMISSIONS OR ERRORS IN THE CONTENT OR SOFTWARE, OR FOR DELAYS IN PROVIDING THE CONTENT OR SOFTWARE. MORNINGSTAR WILL NOT BE LIABLE TO SUBSCRIBER OR ANY PATRON OF SUBSCRIBER OR ANY THIRD PARTIES FOR ANY CLAIM OR DEMAND BASED ON OR RELATING TO THIS AGREEMENT OR TO THE DISTRIBUTION OR USE OF ALL OR ANY PORTION OF THE CONTENT OR THE SOFTWARE. IN NO EVENT WILL MORNINGSTAR BE LIABLE OR OBLIGATED FOR ANY AMOUNT IN EXCESS OF THE PAYMENTS MADE BY SUBSCRIBER TO MORNINGSTAR HEREUNDER DURING THE TWELVE MONTHS PRECEDING THE DATE ON WHICH ANY CLAIM IS MADE AGAINST MORNINGSTAR.
- (c) **Indemnity.** Subject to the terms and conditions of this Agreement, Subscriber shall indemnify, defend and hold Morningstar harmless from any and all losses alleged to be as a result of, relating to, or arising from or in connection with (i) any claim by any User of Subscriber and/or any third party receiving Content and/or Software through Subscriber in connection with this Subscription Agreement; or (ii) any unauthorized use or misuse of the Content, the Software or any Morningstar trademarks. Subject to the terms and conditions of this Agreement, Morningstar shall indemnify and hold Subscriber harmless from any and all losses related to this Agreement that result from the actions of its Users if (i) the specific identity of the User can be ascertained by Morningstar; (ii) the Subscriber took all commercially reasonable actions to prevent such losses; and (iii) the Subscriber cooperates in all aspects of the claims or dispute against User.

**6. Term and Termination**

- (a) **Term.** Unless earlier terminated as provided herein, this Subscription Agreement will commence on the Effective Date and continue for the Initial Term. The Subscription Agreement will automatically renew for additional Renewal Terms of one (1) year each at Morningstar's then-current rates, unless either party notifies the other of its intent not to renew at least 30 days' prior to the end of the Initial Term or any Renewal Term, as applicable.
- (b) **Termination.** Morningstar may terminate this Subscription Agreement: (1) immediately, if Subscriber commits a material breach of any of its provisions; (2) upon 10 days notice if Subscriber fails to make any payment require hereunder; or (3) upon 90 days notice if Morningstar discontinues generally offering the Content to the public. Subscriber may terminate this Subscription Agreement immediately if Morningstar fails to cure a material breach within 30 days after written notice of that breach is provided by Subscriber. In the event this Subscription Agreement is terminated or expires by its terms, Subscriber shall promptly pay all fees, taxes and other charges then outstanding hereunder. If Morningstar discontinues offering the Content licensed under Section 2(a) to the public, Morningstar, at its discretion, may return any unused portion of prepaid fees or apply such unused portion to other appropriate Morningstar products or services.

**7. Trademarks**

**"Morningstar" is a registered trademark and service mark of Morningstar and may only be used by Subscriber in conjunction with its use of the Content and the Software, as contemplated by this Subscription Agreement.**

**8. Miscellaneous**

- (a) **Survival.** The parties' rights and obligations under paragraphs 2, 3 5, 6, 7 and 8 survive the expiration or termination of this Subscription Agreement.
- (b) **Assignment/Entire Agreement/Waiver.** Subscriber may not assign any of its rights or obligations under this Agreement without the prior written consent of Morningstar.
- (c) **Governing Law/Jurisdiction.** This Agreement will be governed by, and construed in accordance with the laws of the State of Illinois without reference to principles of conflicts of laws thereof. Each party hereby irrevocable and unconditionally consents, accepts, and agrees to submit to the exclusive jurisdiction of any state or federal court in the County of Cook and State of Illinois in respect of any dispute, action, suit or proceeding arising out of, based upon, or relating to, this Subscription Agreement.
- (d) **Remedies.** Subscriber expressly acknowledges and agrees that, in the event of any threatened or actual breach by it of paragraphs 2(b), 3 or 7 hereof, Morningstar will suffer irreparable harm or injury and the remedies available at law will be inadequate to redress such harm or injury. Accordingly, Morningstar will, in addition to any and all other remedies available to it, be entitled to temporary or permanent injustice relief to prevent or discontinue such breach or threatened breach without the necessity of proving damages. The rights and remedies provided by this Agreement will be cumulative and not exclusive.
- (e) **Force Majeure.** Morningstar shall not be responsible or liable to Subscriber or any User for any loss or damage arising out of any delay in, or interruption of, the performance of Morningstar's obligations pursuant to this Subscription Agreement as a result of a force majeure event.
- (f) **Authority/Counterparts.** Each of the parties hereto represents and warrants to the other that (i) it has full power and authority to enter into this Agreement and perform its obligations here under, and (ii) all necessary action has been duly taken to authorize the individual signing this Agreement. This Agreement may be signed in two or more counterparts, each of which will be deemed an original with the same effect as if all signature were on the same document.

**SUBSCRIBER**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**MORNINGSTAR INC., 225 W WACKER DRIVE, CHICAGO, IL 60606**

**S027402/B0604225**

Terms:	NET 45
Vendor Number:	<b>W000002112 X</b>
Telephone Number:	312/696- <b>6000</b>
Fax Number:	312/696-6002
Contact Person	<del>James Pryor</del> <b>Camille Sullivan</b>
E-Mail Address (REP)	<del><a href="mailto:James.Pryor@morningstar.com">James.Pryor@morningstar.com</a></del> <a href="mailto:camille.Sullivan@morningstar.com"><b>camille.Sullivan@morningstar.com</b></a>
Company Web Site:	<a href="http://www.morningstar.com"><u>www.morningstar.com</u></a>
Insurance Certificate	Required
Contract Period:	To cover the period ending <b>April 30, 2005 2007.</b>